January 17, 2006

TO: John Szerlag, City Manager

FROM: Brian Murphy, Assistant City Manager/Services
Steve Vandette, City Engineer
John Abraham, Traffic Engineer

SUBJECT: Agenda Item: Traffic Signal Maintenance Agreements that the RCOC Missed in the Past

Enclosed, please find a letter from the Road Commission for Oakland County along with traffic signal maintenance agreements that were not executed in the past. Please note that these signals have been installed and have been in operation for many years. The maintenance costs were previously being billed to the nearest major traffic signal. The locations of the signals are:

a. Stephenson Highway crossover south of Rochester Road
b. Maple Road at Fire Station 4 (caution yellow lights)
c. Square Lake Road crossover east of Delphi

Staff recommends City Council approval of these agreements so that they can be executed.

JKA/jka

ROAD COMMISSION for OAKLAND COUNTY

QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE"

Board of Road Commissioners

Richard G. Skarritt
Chairman

Rudy D. Lozano
Vice-Chairman

Larry P. Crake
Commissioner

Brent O. Bair
Managing Director

Gerald M. Holmberg
Deputy Managing Director
County Highway Engineer

Traffic Safety Department

2420 Pontiac Lk. Rd.
Waterford, MI
48328

248-858-4802

FAX
248-858-4814

TDD
248-858-8005

www.rcocweb.org

December 19, 2005

RECEIVED
DEC 21 2005
ENGINEERING

Mr. John Abraham
Traffic Engineer
City of Troy
500 West Big Beaver Road
Troy, MI. 48084-5285

Dear Mr. Abraham,

We have discovered that we do not have maintenance agreements for the following traffic signals:

1. Stephenson Highway crossover south of Rochester Road.
2. Maple Road and Troy Fire Station.
3. Square Lake Road crossover east of Delphi.

I have enclosed three copies of the agreements. Please have all the agreements signed by the appropriate official and return them to us for further processing. A fully executed copy of the agreement will be returned to you for your records.

If you have any questions, please feel free to contact me at (248) 858-4830.

Sincerely,

Dylan Foukes, P.E.
Traffic Engineer
Traffic-Safety Department

DF/ch

Enclosures

STATE OF MICHIGAN
BOARD OF COUNTY ROAD COMMISSIONERS
OAKLAND COUNTY
AGREEMENT FOR TRAFFIC CONTROL DEVICE

Type of Work: TRAFFIC SIGNAL MAINTENANCE

Location: STEPHENSON HIGHWAY CROSSOVER
SOUTH OF ROCHESTER ROAD

Signal No: CO 981
Date Effective:

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to participate in the cost of installation, maintenance and operation of the above traffic control device on the basis of the following division of costs. (Title to equipment shall remain with the purchasing agency, unless purchased for roads not under the jurisdiction of the Board of County Road Commissioner.) The proportionate share of all costs are to be billed monthly. This agreement is terminable on thirty days written notice by any party.

DIVISION OF COSTS

AGENCY	INSTALLATION Percent	INSTALLATION Estimated Cost	MAINTENANCE Percent
	%	$	
CITY OF TROY	%	$	100 %
Total	100 %	$	100 %

It is further agreed that the agency responsible for payment of energy billings and/or leased line interconnection billings included in maintenance costs, shall be the ROAD COMMISSION FOR OAKLAND COUNTY.

It is further agreed that the agency responsible for making original and replacement installations and performing maintenance shall be the ROAD COMMISSION FOR OAKLAND COUNTY.

"In the event the traffic control device referred to in this agreement is located on a road or street that is not under the jurisdiction of the Road Commission for Oakland County, the authority having the jurisdiction over the road or street hereby agrees to save harmless, indemnify, represent, and defend the Road Commission for Oakland County from any and all claims, demands, or suits arising out of or relating to the installation, maintenance and operation of the traffic control device which is the subject matter of this agreement."

"In the event the traffic control device referred to in this agreement is located on a road or street that is under the jurisdiction of the Road Commission for Oakland County and by virtue of this agreement will be maintained by an agency other than the Road Commission for Oakland County, then and in that event the said agency hereby acknowledges that it is undertaking the Road Commission for Oakland County's duty to maintain the said traffic control device and further agrees to provide insurance coverage protecting the Road Commission for Oakland County."

APPROVED:

ROAD COMMISSION FOR OAKLAND COUNTY

Date_____

By_____
David F. Allyn

DIRECTOR OF TRAFFIC-SAFETY
Title of Authorized Official

APPROVED:

CITY OF TROY

Date_____

By_____

_____
Title of Authorized Official

*Certified copy of resolution must be submitted with this form for new installations.

STATE OF MICHIGAN
BOARD OF COUNTY ROAD COMMISSIONERS
OAKLAND COUNTY
AGREEMENT FOR TRAFFIC CONTROL DEVICE

Type of Work: TRAFFIC SIGNAL MAINTENANCE

Location: MAPLE ROAD AND TROY FIRE STATION

Signal No: CO 1018
Date Effective:

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to participate in the cost of installation, maintenance and operation of the above traffic control device on the basis of the following division of costs. (Title to equipment shall remain with the purchasing agency, unless purchased for roads not under the jurisdiction of the Board of County Road Commissioner.) The proportionate share of all costs are to be billed monthly. This agreement is terminable on thirty days written notice by any party.

DIVISION OF COSTS

AGENCY	INSTALLATION Percent	INSTALLATION Estimated Cost	MAINTENANCE Percent
	%	$	
CITY OF TROY	%	$	100 %
Total	100 %	$	100 %

It is further agreed that the agency responsible for payment of energy billings and/or leased line interconnection billings included in maintenance costs, shall be the ROAD COMMISSION FOR OAKLAND COUNTY.

It is further agreed that the agency responsible for making original and replacement installations and performing maintenance shall be the ROAD COMMISSION FOR OAKLAND COUNTY.

"In the event the traffic control device referred to in this agreement is located on a road or street that is not under the jurisdiction of the Road Commission for Oakland County, the authority having the jurisdiction over the road or street hereby agrees to save harmless, indemnify, represent, and defend the Road Commission for Oakland County from any and all claims, demands, or suits arising out of or relating to the installation, maintenance and operation of the traffic control device which is the subject matter of this agreement."

"In the event the traffic control device referred to in this agreement is located on a road or street that is under the jurisdiction of the Road Commission for Oakland County and by virtue of this agreement will be maintained by an agency other than the Road Commission for Oakland County, then and in that event the said agency hereby acknowledges that it is undertaking the Road Commission for Oakland County's duty to maintain the said traffic control device and further agrees to provide insurance coverage protecting the Road Commission for Oakland County."

APPROVED:

ROAD COMMISSION FOR OAKLAND COUNTY

Date_____

By_____
David F. Allyn

DIRECTOR OF TRAFFIC-SAFETY
Title of Authorized Official

APPROVED:

CITY OF TROY

Date_____

By_____

_____
Title of Authorized Official

*Certified copy of resolution must be submitted with this form for new installations.

STATE OF MICHIGAN
BOARD OF COUNTY ROAD COMMISSIONERS
OAKLAND COUNTY
AGREEMENT FOR TRAFFIC CONTROL DEVICE

Type of Work: TRAFFIC SIGNAL MAINTENANCE

Location: SQUARE LAKE ROAD AND CROSSOVER
EAST OF DELPHI

Signal No: CO 1051
Date Effective:

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to participate in the cost of installation, maintenance and operation of the above traffic control device on the basis of the following division of costs. (Title to equipment shall remain with the purchasing agency, unless purchased for roads not under the jurisdiction of the Board of County Road Commissioner.) The proportionate share of all costs are to be billed monthly. This agreement is terminable on thirty days written notice by any party.

DIVISION OF COSTS

AGENCY	INSTALLATION Percent	INSTALLATION Estimated Cost	MAINTENANCE Percent
	%	$	
CITY OF TROY	%	$	100 %
Total	100 %	$	100 %

It is further agreed that the agency responsible for payment of energy billings and/or leased line interconnection billings included in maintenance costs, shall be the ROAD COMMISSION FOR OAKLAND COUNTY.

It is further agreed that the agency responsible for making original and replacement installations and performing maintenance shall be the ROAD COMMISSION FOR OAKLAND COUNTY.

"In the event the traffic control device referred to in this agreement is located on a road or street that is not under the jurisdiction of the Road Commission for Oakland County, the authority having the jurisdiction over the road or street hereby agrees to save harmless, indemnify, represent, and defend the Road Commission for Oakland County from any and all claims, demands, or suits arising out of or relating to the installation, maintenance and operation of the traffic control device which is the subject matter of this agreement."

"In the event the traffic control device referred to in this agreement is located on a road or street that is under the jurisdiction of the Road Commission for Oakland County and by virtue of this agreement will be maintained by an agency other than the Road Commission for Oakland County, then and in that event the said agency hereby acknowledges that it is undertaking the Road Commission for Oakland County's duty to maintain the said traffic control device and further agrees to provide insurance coverage protecting the Road Commission for Oakland County."

APPROVED:

ROAD COMMISSION FOR OAKLAND COUNTY

Date_____

By_____
David F. Allyn

DIRECTOR OF TRAFFIC-SAFETY
Title of Authorized Official

APPROVED:

CITY OF TROY

Date_____

By_____

_____
Title of Authorized Official

*Certified copy of resolution must be submitted with this form for new installations.